the property of the Missouri corporation a contract made by the Kentucky corporation. This frequent departure from the general rule indicates a failure of the rule to conform to the facts; and, indeed, a common membership, one capital, one system of bookkeeping, a single enterprise, make these corporations to men of business but one company. The difference between re-chartered companies and those acting through agents in foreign states by formal license of the legislature is often hard to determine; and indeed it might well have been deemed only a difference in degree of local privilege. In the present state of the law, however, it would seem that we must here make an arbitrary exception from the fundamental principle that the legal entity created by incorporation has a limited territorial existence or abandon that principle altogether.

MORTGAGES OF AFTER-ACQUIRED PROPERTY. — That a mortgage of after-acquired property is valid in equity has been said to rest on the elementary principle that equity considers as done what is agreed to be done, and therefore raises a trust for the mortgagee as soon as the property is acquired. *Tailby* v. *Official Receiver*, 13 App. Cas. 523. Perhaps a more satisfactory explanation is that equity gives effect to the mortgage by giving the mortgagee the only remedy of any value under the circumstances, viz., specific performance of the agreement to execute a mortgage on the chattels when acquired. *In re Clarke*, 36 Ch. D. 348. But whatever may be the explanation given, the mortgage is almost everywhere sustained. In several states, however, and notably in Massachusetts, which for a long time had no equity jurisdiction, a mortgage of after-acquired chattels is not recognized. *Chase* v. *Denny*, 130 Mass. 566. Possibly the rejection of the doctrine by so strong a court as that of Massachusetts influenced the decision in a recent case, — *Ferguson* v. *Wilson*, 80 N. W. Rep. 1006 (Mich.). A chattel mortgage on certain cattle "and all other personal property which I may own or acquire during the years 1893–1899" was given to the defendant and recorded. The plaintiff claimed under a subsequent chattel mortgage. The court, while admitting that a mortgage of after-acquired property was good in equity, held that the mortgage here was void as having no connection with the property owned by the mortgagor at the time of its execution.

Probably the court means by this restriction to confine the doctrine to securities like a stock in trade. No authorities are cited and no reasons given in support of the limitation. In fact any justification on equitable principles it is difficult to find. The idea that the chattels must be of a specific character was shown in *Tailby* v. *Official Receiver*, *supra*, to be without any foundation either in principle or authority. The mortgage in the principal case cannot be open to the objection of being too vague, as at the time it is to be enforced the property has come into being, and what is covered by the mortgage is known with absolute certainty. If it be contended it is bad as being too comprehensive, the answer is that wideness has never been held an objection. A covenant on a marriage settlement to settle all the property to which a husband may thereafter become entitled will be decreed specific performance, *Hardey* v. *Green*, 12 Beav. 182; and there is no doubt but that a mortgage by a corporation of all its after-acquired effects is valid. *Hamlin* v. *Jurard*, 72 Me. 62. It is not clear why the rule applying to individuals should differ from that governing corporations. In a recent case, *In re Kelcey*, [1899] 2 Ch. D.

530, a mortgage of all the mortgagor's real and personal property was sustained, and on principle there can be no sound distinction as regards invalidity because of wideness drawn between mortgages of present and future interests. The limitation in short would seem not only arbitrary, but, for all that appears, entirely unnecessary.

A LEGAL ASPECT OF PRAIRIE-FIRES. — In *Owen* v. *Cook*, 81 N. W. Rep. 285 (N. Dak.), the plaintiff sought to recover damages for injuries to his property alleged to have been caused by fire set by the defendants. The defendants, in order to protect their property from destruction by an approaching prairie fire, had set back-fires, which, together with the main fire, destroyed the plaintiff's buildings. It was held that the defendants were not liable, since in the opinion of the court the case came within the principle of the "squib" case. *Scott* v. *Shepherd*, 2 W. Bl. 892. The real question there was whether trespass or case would lie against a defendant who had thrown a lighted squib on the property of another. This was tossed along by two intermediate actors, and finally struck the plaintiff Scott. The decision of the court holding that trespass would lie was based on the theory that the acts of the intervening agents did not break the causal connection between the defendants' act and the plaintiff's injury. The danger was conceived to be so imminent as to overpower the reasoning faculties, and produce instinctive or automatic action.

Yet how the principle of that case applies to the present facts is not clear. The exigency did not demand instinctive action nor did the defendants act automatically. It may well be that the court in excusing the defendants were influenced by the *dictum* in the "squib" case that acts done for self-protection under compulsive necessity would not be regarded as acts of a free agent, and hence would not break the causal connection. If this be the application of the principle of *Scott* v. *Shepherd*, — and no other seems plausible, — it is equally as unjustifiable as the former suggestion. One may not in all cases protect himself at the expense of his neighbor even though the danger be imminent, and to say that compulsive necessity will excuse is to introduce a standard too unstable and too indefinite for a rule of law.

What, then, is the criterion of legal liability in those cases where one in warding off danger from himself forces it on another? The authorities are not explicit. It is said that one cannot justify a deliberate injury of his neighbor's property by claiming that it was done in defence of his own. Pollock, Torts, 4th ed. 162. The same idea is suggested in some cases. In the dissenting opinion of Blackstone, J., in *Scott* v. *Shepherd*, *supra*, the intermediate agents were considered as acting on their own judgment, hence should have been responsible. So in *Ricker* v. *Freeman*, 50 N. H. 420, instructions were given that if time for reflection or deliberation were given the actor, legal liability would attach. And in a later case, *Laidlaw* v. *Sage*, 80 Hun, 550, the essence of liability was said to depend, not on whether an act was voluntary, but on whether it was the result of an intent based on reasoning. So far as these authorities go, then, they seem to recognize a common characteristic in these sudden acts for which one may be liable. That characteristic is the deliberate nature of the act. A deliberate act is one done in the exercise of the reasoning powers. It